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**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

In re: **Thomas Anthony Martin, Jr.**  
1028 Bland Drive  
Arlington, TX 76010

**xxx-xx-6823**

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Case No:

Date: **2/20/2020**

Chapter 13

**Ashli Michelle Graham**  
1028 Bland Drive  
Arlington, TX 76010

**xxx-xx-4007**

Debtor(s)

**DEBTOR'S(S') CHAPTER 13 PLAN  
(CONTAINING A MOTION FOR VALUATION)**

**DISCLOSURES**

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☐ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☒ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

Page 1

Plan Payment: **\$355.00**

Plan Term: **60 months**

Plan Base: **\$21,300.00**

Applicable Commitment Period: **36 months**

Value of Non-exempt property per § 1325(a)(4): **\$0.00**

Monthly Disposable Income per § 1325(b)(2): **\$0.00**

Monthly Disposable Income x ACP ("UCP"): **\$0.00**

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham****MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

**SECTION I**  
**DEBTOR'S(S) CHAPTER 13 PLAN - SPECIFIC PROVISIONS**  
**FORM REVISED 7/1/17**

**A. PLAN PAYMENTS:**

*Debtor(s)* propose(s) to pay to the *Trustee* the sum of:

\$355.00 per month, months 1 to 60.

For a total of \$21,300.00 (estimated "*Base Amount*").

First payment is due 3/21/2020.

The applicable commitment period ("ACP") is 36 months.

Monthly Disposable Income ("DI") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("UCP"), which is DI x ACP, as estimated by the *Debtor(s)*, shall be no less than:

\$0.00.

*Debtor's(s)* equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:

\$0.00.

**B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:**

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u> <u>\$__ PER MO.</u>
Attorney General's Office	\$6,000.00	6.00%	Month(s) 4-60	\$123.07

**C. ATTORNEY FEES:** To Leinart Law Firm, total: \$3,700.00;  
\$0.00 Pre-petition; \$3,700.00 disbursed by the *Trustee*.

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham****D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:**

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
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**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
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Flagship Credit Acceptance	\$11,244.78	\$6,475.00	6.25%	Pro-Rata
2013 Nissan Altima				

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

**E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
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Title Max Corp HQ	\$696.12	6.25%	Pro-Rata
2001 Buick Park Avenue			

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham****F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

**G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:**

CREDITOR	COLLATERAL	SCHED. AMT.
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**H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**I. SPECIAL CLASS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: \_\_\_\_\_

**J. UNSECURED CREDITORS:**

CREDITOR	SCHED. AMT.	COMMENT
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Ad Astra Recovery	\$1,000.00	
Ad Astra Recovery	\$242.00	
Ambit Energy	\$0.00	
American First Finance	\$817.00	
Asset Recovery Solutions	\$0.00	
Automax	\$0.00	
Capital One	\$427.00	
CBE Group	\$439.00	
Ccooley Au	\$0.00	
Comenity/MPRC	\$0.00	
Credit Management, LP	\$245.00	
Enhanced Recovery Corp	\$433.00	
Enhanced Recovery Corp	\$253.00	
Envision Imaging	\$0.00	

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.  
Ashli Michelle Graham**


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Envision Physicians Services	\$1,515.00	
Fingerhut	\$0.00	
First Federal Credit Control	\$603.00	
First PREMIER Bank	\$543.00	
Flagship Credit Acceptance	\$4,769.78	Unsecured portion of the secured debt (Bifurcated)
IC System, Inc	\$692.00	
Innovative Recovery, INC	\$1,221.00	
Jefferson Capital Systems, LLC	\$707.00	
Medical Center of Arlington	\$263.30	
Midland Credit Management	\$0.00	
Navient Solutions Inc	\$0.00	
Naviet	\$4,851.00	
Naviet	\$3,399.00	
Naviet	\$454.00	
Neighborhood Credit Union	\$3,064.00	
Neighborhood Credit Union	\$150.00	
Neighborhood Credit Union	\$59.00	
Neighborhood Credit Union	\$0.00	
NTTA	\$192.77	
Paramount Recovery	\$300.00	
Paramount Recovery	\$425.00	
Princeton Jewelers	\$699.99	
RentDebt Automated Collections	\$0.00	
Rochester Apts	\$0.00	
Spectrum/Charter Communications	\$0.00	
Speedy/Rapid Cash	\$0.00	
Sprint	\$0.00	
Texas Guaranteed Std Loan Corp	\$0.00	
Texas Guaranteed Std Loan Corp	\$0.00	
The Bureaus Inc	\$474.00	
USDOE/GLELSI	\$6,431.00	
Usdoe/glelsi	\$3,528.00	
USMD Health System	\$750.82	
TOTAL SCHEDULED UNSECURED:	<hr/> \$38,948.66	

The Debtor's(s') estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 0%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham****K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**SECTION II**  
**DEBTOR'S(S) CHAPTER 13 PLAN - GENERAL PROVISIONS**  
**FORM REVISED 7/1/17**

**A. SUBMISSION OF DISPOSABLE INCOME:**

*Debtor(s)* hereby submit(s) future earnings or other future income to the *Trustee* to pay the *Base Amount*.

**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:**

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

**C. ATTORNEY FEES:**

*Debtor's(s')* Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the ***Debtor's(s')*** Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:**

*Current Post-Petition Mortgage Payment(s)* shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

*Mortgage Lenders* shall retain their liens.

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham**

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**E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:**

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

**E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:**

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

**F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:**

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

**G. DIRECT PAYMENTS BY DEBTOR(S):**

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

**H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

**I. CLASSIFIED UNSECURED CLAIMS:**

Classified unsecured claims shall be treated as allowed by the Court.

**J. GENERAL UNSECURED CLAIMS TIMELY FILED:**

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham**

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**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

**L. CLAIMS TO BE PAID:**

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

**M. ADDITIONAL PLAN PROVISIONS:**

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

**N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:**

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

**O. CLAIMS NOT FILED:**

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

**P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:**

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

**Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:**

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

**R. BUSINESS CASE OPERATING REPORTS:**

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

**S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:**

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.



Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham**

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**T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:**

*Debtor(s)* shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the Case is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the Case was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the Case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

**U. ORDER OF PAYMENT:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham**

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12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

**V. POST-PETITION CLAIMS:**

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

**W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:**

See the provisions of the General Order regarding this procedure.

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham**

---

**SECTION III**  
**NONSTANDARD PROVISIONS**

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

**None.**

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

**/s/ Marcus Leinart**

\_\_\_\_\_  
Marcus Leinart, Debtor's(s') Attorney

\_\_\_\_\_  
Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

**/s/ Marcus Leinart**

\_\_\_\_\_  
Marcus Leinart, Debtor's(s') Counsel

**00794156**

\_\_\_\_\_  
State Bar Number

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham****CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the **20th day of February, 2020** :

(List each party served, specifying the name and address of each party)

Dated: **February 20, 2020****/s/ Marcus Leinart**

Marcus Leinart, Debtor's(s') Counsel

Ad Astra Recovery  
xxx2071  
7330 West 33rd Street North  
Suite 118  
Wichita, KS 67205

Automax  
xxxxxxxxxxxx1477  
108 N Collins St  
Arlington, TX 76011

Enhanced Recovery Corp  
xxxxx5964  
Attn: Bankruptcy  
8014 Bayberry Road  
Jacksonville, FL 32256

Ad Astra Recovery  
xxx4472  
7330 West 33rd Street North  
Suite 118  
Wichita, KS 67205

Capital One  
xxxxxxxxxxxx8574  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Enhanced Recovery Corp  
xxxxx6053  
Attn: Bankruptcy  
8014 Bayberry Road  
Jacksonville, FL 32256

Ambit Energy  
PO Box 864589  
Plano, TX 75086

CBE Group  
xxxxxx0445  
Attn: Bankruptcy  
PO Box 900  
Waterloo, IA 50704

Envision Imaging  
PO Box 975542  
Dallas, TX 75397

American First Finance  
xxxxxxxxxxxx0001  
Attn: Bankruptcy  
PO Box 565848  
Dallas, TX 75356

Ccooley Au  
x3430  
10849 Composite Drive  
Dallas, TX 75220

Envision Physicians Services  
xxxxxxxxxx9664  
PO Box 99051  
Las Vegas, NV 89193-9051

Asset Recovery Solutions  
xxxx1799  
2200 E Devon Ave. Ste. 200  
Des Plaines, IL 60018

Comenity/MPRC  
xxxxxxxxxxxx6420  
Attn: Bankruptcy  
PO Box 182125  
Columbus, OH 43218

Fingerhut  
xxxxxxxxxxxx1656  
Attn: Bankruptcy  
PO Box 1250  
Saint Cloud, MN 56395

Attorney General's Office  
Child Support Div; BK Reporting  
Contact  
OAG/CSD/Mail Code 38  
P.O. Box 12017  
Austin, TX 78711-2017

Credit Management, LP  
xxxx8634  
Attn: Bankruptcy  
PO Box 118288  
Carrollton, TX 75011

First Federal Credit Control  
xxxx6197  
Attn: Bankruptcy  
24700 Chagrin Blvd, Ste 205  
Cleveland, OH 44122

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham**

First PREMIER Bank xxxxxxxxxxxx7032 Attn: Bankruptcy PO Box 5524 Sioux Falls, SD 57117	Naviet xxxxxxxxxxxxxxxxxxxx1118 Attn: Claims Dept PO Box 9500 Wilkes-Barr, PA 19773	RentDebt Automated Collections xxxx3110 Attn: Bankruptcy 2802 Opryland Dr Nashville, TN 37214
Flagship Credit Acceptance xxxxxxxxxxxx1001 Attn: Bankruptcy PO Box 965 Chadds Ford, PA 19317	Neighborhood Credit Union xxxxxxx0051 Attn: Bankruptcy PO Box 803476 Dallas, TX 75380	Rochester Apts 2617 Easam Circle Arlington, TX 76012
IC System, Inc xxxxx5573 Attn: Bankruptcy PO Box 64378 Saint Paul, MN 55164	Neighborhood Credit Union xxxxxxxxxxxx0031 Attn: Bankruptcy PO Box 803476 Dallas, TX 75380	Spectrum/Charter Communications PO Box 790261 Saint Louis, MO 63179-0261
Innovative Recovery, INC xx2868 Attn: Bankruptcy Dept 4230 LBJ Freeway Suite 400 Dallas, TX 75244	Neighborhood Credit Union xxxxxxx0050 Attn: Bankruptcy PO Box 803476 Dallas, TX 75380	Speedy/Rapid Cash Attn: Bankruptcy Dept. PO Box 780408 Wichita, KS 67278
Jefferson Capital Systems, LLC xxxxxxxx0003 Attn: Bankruptcy 16 McLeland Road Saint Cloud, MN 56303	NTTA xxxxx2829 PO Box 660244 Dallas, TX 75266-0244	Sprint PO Box 219554 Kansas City, MO 64121-9554
Medical Center of Arlington xxxxx3635 PO Box 740782 Cincinnati, OH 45274-0782	Paramount Recovery xxxxxxxxxxxx0299 Attn: Bankruptcy PO Box 23369 Waco, TX 76702	Texas Guaranteed Std Loan Corp xxxxxxxxxxxxxxxx1601 Attn: Bankruptcy PO Box 83100 Round Rock, TX 78683
Midland Credit Management 6420 PO Box 301030 Los Angeles, CA 90030-1030	Paramount Recovery xxxxxxxxxxxx3560 Attn: Bankruptcy PO Box 23369 Waco, TX 76702	Texas Guaranteed Std Loan Corp xxxxxxxxxxxxxxxx1602 Attn: Bankruptcy PO Box 83100 Round Rock, TX 78683
Navient Solutions Inc xxxxxxxxxxxxxxxx0126 Attn: Correspondence PO Box 9640 Wilkes-Barr, PA 18773	Princeton Jewelers 3011 S. Cooper St. K511 Arlington, TX 76015	The Bureaus Inc xxxxx0404 Attn: Bankruptcy 650 Dundee Rd, Ste 370 Northbrook, IL 60062

Case No:

Debtor(s): **Thomas Anthony Martin, Jr.**  
**Ashli Michelle Graham**

---

Thomas Anthony Martin, Jr.  
1028 Bland Drive  
Arlington, TX 76010

Title Max Corp HQ  
xxxxx-xxxx-xxxx4062  
15 Bull St. Ste. 200  
Savannah, GA 31401

USDOE/GLELSI  
xxxxxxxxxxxx8581  
Attn: Bankruptcy  
PO Box 7860  
Madison, WI 53707

Usdoe/glelsi  
xxxxxxxxxxxx7581  
Attn: Bankruptcy  
PO Box 7860  
Madison, WI 53717

USMD Health System  
xxxxxxx9664  
6333 N. State Hwy. 161 Ste. 200  
Irving, TX 75038

**Leinart Law Firm**  
 7920 Beltline Road  
 Suite 980  
 Dallas, Texas 75254

Bar Number: **00794156**  
 Phone: **(469) 232-3328**

**IN THE UNITED STATES BANKRUPTCY COURT  
 NORTHERN DISTRICT OF TEXAS  
 FORT WORTH DIVISION**

Revised 10/1/2016

IN RE: **Thomas Anthony Martin, Jr.**  
 1028 Bland Drive  
 Arlington, TX 76010

**xxx-xx-6823**

§  
§  
§  
§  
§

CASE NO:

**Ashli Michelle Graham**  
 1028 Bland Drive  
 Arlington, TX 76010

**xxx-xx-4007**

Debtor(s)

**AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS**      DATED: **2/20/2020**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	<b>\$355.00</b>	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$35.00	\$35.50
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$52.50	\$0.00
<b>Subtotal Expenses/Fees</b>	<b>\$92.50</b>	<b>\$35.50</b>
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	<b>\$262.50</b>	<b>\$319.50</b>

**CREDITORS SECURED BY VEHICLES (CAR CREDITORS):**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Flagship Credit Acceptance	2013 Nissan Altima	\$11,244.78	\$6,475.00	1.25%	\$80.94
Title Max Corp HQ	2001 Buick Park Avenue	\$696.12	\$2,200.00	1.25%	\$27.50

Total Adequate Protection Payments for Creditors Secured by Vehicles: **\$108.44**

**CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):**

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
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Payments for Current Post-Petition Mortgage Payments (Conduit): **\$0.00**

Case No:

Debtor(s): Thomas Anthony Martin, Jr.  
Ashli Michelle Graham**CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
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Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle: **\$0.00**

**TOTAL PRE-CONFIRMATION PAYMENTS****First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo: **\$0.00**  
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo: **\$108.44**  
Debtor's Attorney, per mo: **\$154.06**  
Adequate Protection to Creditors Secured by other than a Vehicle, per mo: **\$0.00**

**Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo: **\$0.00**  
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo: **\$108.44**  
Debtor's Attorney, per mo: **\$211.06**  
Adequate Protection to Creditors Secured by other than a Vehicle, per mo: **\$0.00**

**Order of Payment:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 2/20/2020/s/ Marcus Leinart

Attorney for Debtor(s)



**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **Thomas Anthony Martin, Jr.  
Ashli Michelle Graham**

CASE NO.

CHAPTER **13**

**Certificate of Service**

I hereby certify that on this date, I did serve a true and correct copy of the foregoing to the following interested parties and those listed on the attached matrix by United States Mail, First Class:

Date: **2/20/2020**

**/s/ Marcus Leinart**

**Marcus Leinart**

Attorney for the Debtor(s)

Ad Astra Recovery  
7330 West 33rd Street North  
Suite 118  
Wichita, KS 67205

Attorney General's Office  
Child Support Div; BK Reporting  
Contact  
OAG/CSD/Mail Code 38  
P.O. Box 12017  
Austin, TX 78711-2017

Comenity/MPRC  
Attn: Bankruptcy  
PO Box 182125  
Columbus, OH 43218

Ambit Energy  
PO Box 864589  
Plano, TX 75086

Automax  
108 N Collins St  
Arlington, TX 76011

Credit Management, LP  
Attn: Bankruptcy  
PO Box 118288  
Carrollton, TX 75011

American First Finance  
Attn: Bankruptcy  
PO Box 565848  
Dallas, TX 75356

Capital One  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Enhanced Recovery Corp  
Attn: Bankruptcy  
8014 Bayberry Road  
Jacksonville, FL 32256

Ashli Michelle Graham  
1028 Bland Drive  
Arlington, TX 76010

CBE Group  
Attn: Bankruptcy  
PO Box 900  
Waterloo, IA 50704

Envision Imaging  
PO Box 975542  
Dallas, TX 75397

Asset Recovery Solutions  
2200 E Devon Ave. Ste. 200  
Des Plaines, IL 60018

Ccooley Au  
10849 Composite Drive  
Dallas, TX 75220

Envision Physicians Services  
PO Box 99051  
Las Vegas, NV 89193-9051

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **Thomas Anthony Martin, Jr.  
Ashli Michelle Graham**

CASE NO.

CHAPTER **13**

**Certificate of Service**

(Continuation Sheet #1)

Fingerhut  
Attn: Bankruptcy  
PO Box 1250  
Saint Cloud, MN 56395

Leinart Law Firm  
11520 N. Central Expressway  
Suite 212  
Dallas, Texas 75243

Paramount Recovery  
Attn: Bankruptcy  
PO Box 23369  
Waco, TX 76702

First Federal Credit Control  
Attn: Bankruptcy  
24700 Chagrin Blvd, Ste 205  
Cleveland, OH 44122

Medical Center of Arlington  
PO Box 740782  
Cincinnati, OH 45274-0782

Princeton Jewelers  
3011 S. Cooper St. K511  
Arlington, TX 76015

First PREMIER Bank  
Attn: Bankruptcy  
PO Box 5524  
Sioux Falls, SD 57117

Midland Credit Management  
PO Box 301030  
Los Angeles, CA 90030-1030

RentDebt Automated Collections  
Attn: Bankruptcy  
2802 Opryland Dr  
Nashville, TN 37214

Flagship Credit Acceptance  
Attn: Bankruptcy  
PO Box 965  
Chadds Ford, PA 19317

Navient Solutions Inc  
Attn: Correspondence  
PO Box 9640  
Wilkes-Barr, PA 18773

Rochester Apts  
2617 Easam Circle  
Arlington, TX 76012

IC System, Inc  
Attn: Bankruptcy  
PO Box 64378  
Saint Paul, MN 55164

Naviet  
Attn: Claims Dept  
PO Box 9500  
Wilkes-Barr, PA 19773

Spectrum/Charter Communications  
PO Box 790261  
Saint Louis, MO 63179-0261

Innovative Recovery, INC  
Attn: Bankruptcy Dept  
4230 LBJ Freeway Suite 400  
Dallas, TX 75244

Neighborhood Credit Union  
Attn: Bankruptcy  
PO Box 803476  
Dallas, TX 75380

Speedy/Rapid Cash  
Attn: Bankruptcy Dept.  
PO Box 780408  
Wichita, KS 67278

Jefferson Capital Systems, LLC  
Attn: Bankruptcy  
16 McLeland Road  
Saint Cloud, MN 56303

NTTA  
PO Box 660244  
Dallas, TX 75266-0244

Sprint  
PO Box 219554  
Kansas City, MO 64121-9554

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **Thomas Anthony Martin, Jr.  
Ashli Michelle Graham**

CASE NO.

CHAPTER **13**

**Certificate of Service**

(Continuation Sheet #2)

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Texas Guaranteed Std Loan Corp  
Attn: Bankruptcy  
PO Box 83100  
Round Rock, TX 78683

The Bureaus Inc  
Attn: Bankruptcy  
650 Dundee Rd, Ste 370  
Northbrook, IL 60062

Thomas Anthony Martin, Jr.  
1028 Bland Drive  
Arlington, TX 76010

Title Max Corp HQ  
15 Bull St. Ste. 200  
Savannah, GA 31401

USDOE/GLELSI  
Attn: Bankruptcy  
PO Box 7860  
Madison, WI 53707

Usdoe/glelsi  
Attn: Bankruptcy  
PO Box 7860  
Madison, WI 53717

USMD Health System  
6333 N. State Hwy. 161 Ste. 200  
Irving, TX 75038